

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$21,537.42</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$21,537.42</u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 645 Unit 6450 Object 3101
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

atwillhite 5.22.08
 DM 5-22-08 OFMB CN 5/15/08
for Jon J. Jacob 5/22/08
 Contract Dev. and Control 5/22/08

B. Legal Sufficiency:

[Signature] 5/28/08
 Assistant County Attorney
 Amendment must be executed.

This amendment complies with our review requirements.

At the time of CDC's review, the Amendment was not executed.

C. Other Department Review:

 Department Director

**FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES
CONTRACT BY AND BETWEEN PALM BEACH COUNTY, FLORIDA
AND LANGTON ASSOCIATES, INC.**

THIS FIFTH AMENDMENT, dated June 1, 2008, to the Contract of February 3, 2004, (R2004-0180) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as COUNTY, and Langton Associates, Inc., a corporation which is authorized to do business in the State of Florida, and which has an office located at 118 West Adams Street, Suite #700, Jacksonville, Florida 32202, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 5922487694.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated February 3, 2004 hereinafter referred to as the CONTRACT under which the CONSULTANT is to provide professional/consultation services in the area of Federal Relations as more specifically set forth in the Scope of Work as detailed in Exhibit A, to the CONTRACT; and

WHEREAS, the original term of said CONTRACT was February 1, 2004 to January 31, 2005; and

WHEREAS, Amendment No. 1 dated February 1, 2005 (R2005-0173) of said CONTRACT extended the term of the contract for an additional one-year period and provides a 5% increase over the annual amount; and

WHEREAS, Amendment No. 2 dated February 7, 2006 (R2006-0160) of said CONTRACT extended the term of the contract for an additional one-year period; and

WHEREAS, Amendment 3 dated February 6, 2007 (R2007-0090) of said Contract extended the term of the Contract for one additional year and provides a 5% increase over the annual amount; and

WHEREAS, Amendment 4 dated February 5, 2008 (R2008 0137) of said Contract extended the term of the Contract for three additional months with the option to extend for one additional month; and

WHEREAS, the parties desire to further amend the CONTRACT for three additional months with the option to extend the CONTRACT for one additional month at the discretion of the County Administrator or designee; and

WHEREAS, the parties desire to modify Article 3, "PAYMENTS TO CONSULTANT" to decrease the authorized not to exceed amount and revise "Exhibit B" which is attached to the CONTRACT and made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and CONSULTANT agree as follows:

1. Article 2, SCHEDULE, is amended to read as follows:
"The CONSULTANT shall commence services under this Amendment on June 1, 2008 and complete all services by August 31, 2008. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in "Exhibit A" of the contract."
2. Subparagraph A of Article 3, PAYMENTS TO CONSULTANT, is hereby amended to read as follows:

A. The total amount to be paid by the COUNTY under this CONTRACT for services and materials, for the period of June 1, 2008 thru August 31, 2008, shall not exceed a total contract amount of Twenty One Thousand, Five Hundred Thirty Seven Dollars and Forty Two cents, in accordance with Exhibit "B" attached hereto."

3. The CONTRACT may be extended for one additional month, through September 30, 2008 at the same monthly rate, upon written notice to the CONSULTANT by the County Administrator or his designee.

All other provisions of said CONTRACT are hereby confirmed, and except as provided for herein are not otherwise altered or amended and shall remain in full force and effect. This fifth Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

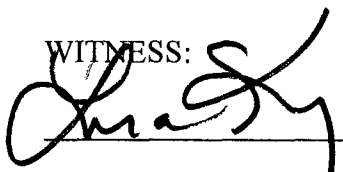
IN WITNESS WHEREOF, the Chairperson of the Board of County Commissioners of Palm Beach County, Florida has made and executed this fifth Amendment to the CONTRACT on behalf of the COUNTY and the CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
FOR ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:


CONSULTANT:
By: Langton Associates, Inc.

Signature

Michael Langston

Name (type or print)

Company Name (type or print)

By

[Signature]

Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:

[Signature]
County Attorney

Title Typed

APPROVED AS TO TERMS AND CONDITIONS:

By:

[Signature]
Todd Bonlarron, Legislative Affairs Director

Exhibit B

Payments during the term of the contract shall be made to CONSULTANT on a monthly basis upon submission by the CONSULTANT of an appropriate invoice and monthly activity report. Compensation shall be in accordance with the following Schedule of Payments:

MONTH	PAYMENT	TOTAL COST TO DATE
6/2008	\$ 7,179.14	\$ 7,179.14
7/2008	\$ 7,179.14	\$14,358.28
8/2008	\$ 7,179.14	\$21,538.42
9/2008*	\$ 7,179.14	\$28,716.56

*If authorized by the County Administrator

CERTIFICATE OF INSURANCE



This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder LANGTON ASSOCIATES INC.
 Address of policyholder 118 W ADAMS ST. STE 700 JACKSONVILLE, FL. 32202-3806
 Location of operations _____
 Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. This insurance described in these policies is subject to all the terms, exclusions, and conditions of these policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		
98-NW-9034-8-B	Comprehensive Business Liability	11/12/07	11/12/08		BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				Each Occurrence	\$ 1,000,000
<input type="checkbox"/> Products - Completed Operations				General Aggregate	\$ 2,000,000
<input checked="" type="checkbox"/> Contractual Liability				Products - Completed Operations Aggregate	\$
<input type="checkbox"/> Personal Injury					
<input type="checkbox"/> Advertising Injury					
<input type="checkbox"/>					
<input type="checkbox"/>					
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	<input type="checkbox"/> Umbrella	Effective Date	Expiration Date	Each Occurrence	\$
	<input type="checkbox"/> Other			Aggregate	\$
	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory	
		Effective Date	Expiration Date	Part II - Employers Liability	
				Each Accident	\$
				Disease - Each Employee	\$
				Disease - Policy Limit	\$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)	
		Effective Date	Expiration Date		

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder
 PALM BEACH COUNTY
 301 N OLIVE AVE SUITE 1101
 WEST PALM BCH. FL. 33401

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder _____ days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative CUSTOMER REP. 01/28/08
 Date
 NEIL NELSON
 Agent Name
 Telephone Number 904-771-2066

Agent's Code Stamp
 Agent Code
 AFD Code